



# CITY OF HOUSTON

Finance Department  
Strategic Purchasing Division

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Mayor

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May 7, 2014

**Subject:** Letter of Clarification No. 3 to Invitation to Bid No. S12-S24993 Chemical, Calcium Nitrate for the Public Works and Engineering Department

**To:** All Prospective Bidders:

This letter of Clarification is being issued for the following reasons:

**1} To revise the above referenced solicitation as follows:**

- Remove page 13, 17, 18 of 27 and replace with the attached pages 13, 17, 18 of 27, marked, **REVISED 05/07/2014.**

- To answer the following questions:

1. *Question: "Does this bid need to be submitted only electronically or can it be submitted via postal service?"*

Answer: "Bid needs to be submitted electronically and manually signed hardcopy must be submitted to the City Secretary's Office by the bid due date and time."

2. *Question: "Does the minority participation need to be determined and confirmed during the bidding process or confirmed after the bidding process?"*

Answer: "Minority participation determination/confirmation can be submitted after the bid process."

3. *Question: I noticed on the bid, there is mention that deliveries will be for 2 locations. However, on the documentation, for delivery, 12.0 it lists seven possible locations. Which of the two sites are the confirmed delivery locations for this bid and what are the zip codes involved? I will need this information to confirm my delivery price with Evoqua?"*

Answer: "See General Terms and Conditions, Section 12.0 Delivery."

*Partnering to better serve Houston*

Council Members: Brenda Stardig Jerry Davis Ellen R. Cohen Dwight A. Boykins Dave Martin Richard Nguyen  
Oliver Pennington Edward Gonzalez Robert Gallegos Mike Laster Larry V. Green Stephen C. Costello David W.  
Robinson Michael Kubosh C.O. "Brad" Bradford Jack Christie  
Controller: Ronald C. Green

**Letter of Clarification No. 3**

Invitation to Bid No. S12-S24993 Chemical, Calcium Nitrate for the Public Works and Engineering Department

4. Question: *"I tried to call the engineer listed on the bid for the delivery locations and the telephone number is disconnected. (\*Contact Yogesh Mehta, Senior Engineer, @ (713)641-9152, located @ 4545 Groveway, H.T. 77087)."*

Answer: **"Contact Nasser Oshkoohi @ (832) 395-4967, located @ 4545 Groveway, H.T. 77087"**

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Purchasing Division and the applicable City Department(s). It is the responsibility of the bidder/respondent to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders/respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this solicitation and resulting bid.

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

***Martin L. King***

Martin L. King  
Senior Staff Analyst  
832-393-8705

- 3.1.4 The liquid nitrate solution shall be free of objectionable odor-producing compounds and shall contain no hazardous substances as defined by the CERCLA (Comprehensive Environmental Response Compensation and Liability Act) List.
- 3.1.5 Note: All prospective bidders that would like to visit various sites to take samples at the four locations may schedule the visit by contacting Rosendo Morales (713) 569-7357 (C).**
- 3.1.6 All bidders should submit with their bid a Material Safety Data Sheet (OSHA Form 174), manufacturers' safety data sheet, or such other sheet, which contains the same information as the IOSHA Form 174.
- 3.1.7 Each sheet submitted shall be identified by the bidders compete company nave, formal bid number, and bid form item number.

**8.0****9.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of LIQUID CALCIUM NITRATE will be purchased during the term of this award. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein and on the electronic bid document are good faith estimates of usage during the term of the award. Therefore, the City shall not be liable for any contractual agreements/obligations the Supplier enters into based on the City purchasing/requiring all the quantities specified herein and in the electronic bid document.

**10.0 CONTAMINATED MATERIALS:**

Each Supplier shall be required to identify their source of supply. No material will be accepted from a hazardous or toxic waste site, regardless of whether the site has been identified by either a Local, State or Federal Agency. No contaminated, toxic, hazardous waste products or heavy metal product shall be contained in these deliveries. If any material, supplied to the City via an issued purchase order, is found to be contaminated or contain heavy metal products, it will be the responsibility of the Supplier to remove and replace the contaminated product at their expense and at no cost to the City. The City has the option to arrange the removal of any contaminated material and charge back the Supplier any and all costs involved.

**11.0 INSPECTIONS AND AUDITS:**

- 11.1 The City reserves all rights to review all payments made to Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Supplier.
- 11.2 Representatives of the City have the right to examine the books of all suppliers supplying goods and/or services under the issued purchase order insofar as those books and records relate to performance under the issued purchase order.
- 11.3 City representatives may have the right to perform, or have performed, (1) audits of Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with the issued purchase order. Supplier shall keep its books and records available for this purpose for at least three years after this Award terminates. This provision does not affect the applicable statute of limitations.

**12.0 DELIVERY:**

- 12.1 The Supplier agrees to make deliveries only "**after**" receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent, "**and only after ordered by an authorized representative of the user department.**"

Deliveries will be made to the following facilities or other City sites or locations which may become necessary:

SITE	ADDRESS	FACILITY NUMBER	KEY MAP
<u>Gulfton Lift Station</u>	<u>5905 Gulfton @ Renwick</u>	<u>099</u>	<u>531-B</u>
<u>San Felipe</u>	<u>5910 San Felipe @ Fountainview</u>	<u>140</u>	<u>491-N</u>
<u>Cullen</u> <u>(Storage Only)</u>	<u>7440 Cullen</u>	<u>985</u>	<u>533-V</u>

SITE	ADDRESS	FACILITY NUMBER	KEY MAP
Bintliff	6810 ½ Bintliff	015	530-H
Willowbend	6331 Willowbend	213	530-Z
<u>West 11th</u>	<u>2100 West 11<sup>th</sup> Street</u>	<u>0063</u>	<u>452-Y</u>

\*Contact Nasser Oshkoohi @ (832) 395-4967, located @ 4545 Groveway, H.T. 77087

- 12.2 Deliveries shall be made at such intervals as required, against Purchase Orders issued by the User Department. It is the responsibility of the Supplier to ensure that the carrier has all necessary equipment such as tools, fitting, hoses, coupling, and off-loading equipment to effect a safe and timely unloading so as not to disrupt routine plant operations. Unloading shall be by and at the expense of the Supplier. The City of Houston's chemical offloading equipment is to be used for backup or emergency use only. The City will not be responsible for demurrage charges resulting from use of City offloading equipment in lieu of adequate carrier offloading equipment. The Supplier assumes responsibility and liability for damage to any City property, including but not limited to chemical offloading equipment, gates, vehicles, concrete, and storage tanks.
- 12.3 The quantity per delivery shall be no more than 4,000 gallons.
- 12.4 Deliveries are to be made to the appropriate City facility between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, with standard provisions to be made for deliveries on holidays and weekends, during these same hours, and during periods of high product demand. **There can be no extra charges to the City for Pre-Loaded trailers or Weekend and Holiday deliveries if deliveries are requested for these times.** The successful Bidder must make adequate provisions for product supply and transportation, and must maintain close contact with user department at all times. If there is a delay in the delivery schedule, the supplier must notify the ordering/ship to City facility immediately; at (832) 395-4955. Additionally, the successful Bidder must make provisions for emergency delivery outside of the above listed normal delivery hours, at all times, to maintain adequate supply. Additional supplies may occasionally be required on an emergency basis.
- 12.5 It shall be the responsibility of the Supplier to make arrangements, and assume all financial obligations, including analytical costs, for the prompt clean-up and disposal of all contaminated product and associated chemical, unloading, storage, and feed systems at the affected user site, if the source of such contamination is found, subsequent to initial acceptance, to originate with any individual, or series of chemical deliveries.
- 12.6 All clean up and disposal activities will be conducted in a manner consistent with the best available technology and conform to all local, state, and federal regulations. The Supplier shall assume the responsibility as the generator of such contaminated material, along with all inherent obligations to ensure proper disposal of contaminated material, and any responsibilities arising from future lawsuits or clean-up costs associated with disposal of such contaminated materials.
- 12.7 Orders will normally be placed to allow a number of calendar days for delivery. However the Supplier must be able to deliver within 1 to 2 calendar days when required in an emergency.
- 12.8 The Supplier must provide the following paperwork with each load of liquid calcium nitrate delivered: bill of lading, delivery ticket, weight ticket from a state certified scale showing gross weight, tare weight and net weight, product MSDS sheets (with specific chemical name) and specification sheet.